

K N O W A L L M E N B Y T H E S E P R E S E N T S

That THE BANK OF WESTERN MASSACHUSETTS

a corporation duly established under the laws of the Commonwealth of Massachusetts
 and having its usual place of business at 29 State Street, Springfield, MA

holder of a mortgage

from Bonni S. DiCarlo and Robert D. DiCarlo

to The Bank of Western Massachusetts

dated May 7, 1993 recorded with Hampshire County Registry of Deeds

book 4195 , page 158 , by the power conferred by said mortgage and
 every other power, for Nine Hundred and 00/100 (\$900.00) dollars

paid, grants to Stacy DiCarlo of 86 Gray Street, Amherst, Massachusetts

the premises conveyed by said mortgage.

See Schedule A Description Sheet attached hereto and made a part hereof.

DEEDS REG 13
HAMPSHIRE

02/23/96

CANCELLED

TAX 4.10
CHCK 4.107995A306 08:36
EXCISE TAX

Address of Premises: 86 Gray Street, Amherst, Hampshire County, MA

Doc: 96003561 OR /4828/0301

02/23/1996 08:35

Doc: 960003561 OR /4828/0302 02/23/1996 08:35

Witness the execution and the corporate seal of said corporation this 14th
day of November 19 95. THE BANK OF WESTERN MASSACHUSETTS
BY [Signature]
Timothy P. Crimmins, Its President

The Commonwealth of Massachusetts

Hampden ss. November 14 1995

Then personally appeared the above named Timothy P. Crimmins
and acknowledged the foregoing instrument to be the free act and deed of The Bank of Western
Massachusetts

before me,

[Signature]
Notary Public — ~~Notary of the State~~
JUDITH M. LEONE
My commission expires.....19.....
Notary Public

**Commonwealth of Massachusetts
Commission Expires November 2, 2001**

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Affidavit

I, Kevin M. Bowler, Loan Officer for The Bank of Western Massachusetts,

named in the foregoing deed, make

oath and say that the principal and interest

obligation s

mentioned in the mortgage above referred to not paid or tendered or performed when due or prior to

the sale, and that I caused to be published on the

29th day of September and the 6th and 13th daysof October 19 95

in the Daily Hampshire Gazette

a newspaper published or by its title page purporting to be published in Northampton, Hampshire County, MA, there being no newspaper published in Amherst, MA, the Daily Hampshire Gazette and having a circulation therein, a notice of which the following is a true copy

See Schedule B attached hereto and made a part hereof.

(INSERT ADVERTISEMENT)

I also complied with Chapter 244, Section 14, of the Massachusetts General Laws, as amended, by mailing the required notices by certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed, I

sold the mortgaged premises at public auction by

David A. Mendel an auctioneer, to Gerald Glasser, Trustee, or his nominee

above named, for Nine Hundred and 00/100 (\$900.00) dollars

bid by Gerald Glasser, Trustee,

, being the highest bid made therefor at said auction.

THE BANK OF WESTERN MASSACHUSETTS

BY

Kevin M. Bowler, Its Loan Officer

Signed and sworn to by the said Kevin M. Bowler, its Loan Officer,

November 17, 1995, before me,

Judith M. Leone
Notary Public — ~~Justice of the Peace~~

My commission expires.....JUDITH M. LEONE.....19.....

Notary Public

Commonwealth of Massachusetts
Commission Expires November 2, 2001

The land in Amherst with the buildings thereon, situated on the Westerly side of Gray Street, bounded and described as follows, to wit:

Beginning at a point on the Westerly side of Gray Street at the Southeast corner of the tract conveyed, it being the Northeast corner of land of Edgar O. Stiles, formerly of Mary R. Smith; thence NORTHERLY on said Gray Street six (6) rods to land of Oliver W. Bartlett; thence WESTERLY on land of said Bartlett eight (8) rods to land of Amherst College; thence SOUTHERLY on land of said Amherst College six (6) rods to land of said Edgar O. Stiles; thence EASTERLY on land of said Stiles eight (8) rods to the first mentioned corner; containing forty-eight (48) rods, more or less.

Being the same premises conveyed by deed of Richard C. Edwards and Carolyn P. Edwards, dated July 28th, 1988 and recorded in the Hampshire County Registry of Deeds in Book 3222, Page 53.

SCHEDULE A

MORTGAGEE'S SALE OF REAL ESTATE

Premises: 88 Gray Street, Amherst, MA

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Bonni S. DiCarlo and Robert D. DiCarlo to The Bank of Western Massachusetts said Mortgage being dated May 7, 1993 and recorded with the Hampshire County Registry of Deeds in Book 4193, Page 158 of which Mortgage the undersigned is the present holder, for breach of the conditions in said Mortgage contained and for the purpose of foreclosing the same will be sold at Public Auction at 10:00 a.m. o'clock on Thursday, October 26, 1995, upon the mortgaged premises at 88 Gray Street, Amherst, Massachusetts, all and singular the premises described in said Mortgage, to wit:

The land in Amherst with the buildings thereon, situated on the Westerly side of Gray Street, bounded and described as follows, to wit:

Beginning at a point on the Westerly side of Gray Street at the Southeast corner of the tract conveyed, it being the Northeast corner of land of Edgar O. Stiles, formerly of Mary R. Smith; thence NORTHERLY on said Gray Street six (6) rods to land of Oliver W. Bartlett; thence WESTERLY on land of said Bartlett eight (8) rods to land of Amherst College; thence SOUTHERLY on land of said Amherst College six (6) rods to land of said Edgar O. Stiles; thence EASTERLY on land of said Stiles eight (8) rods to the first mentioned corner; containing forty-eight (48) rods, more or less.

Being the same premises conveyed by deed of Richard C. Edwards and Carolyn P. Edwards, dated July 28th, 1988 and recorded in the Hampshire County Registry of Deeds in Book 3222, Page 53.

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, water and sewer assessments, municipal liens and assessments, if any, which take precedence over the mortgage above described. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this Mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to all leases and tenancies or occupation by persons on the premises now and at the time of said auction sale, which tenancies or occupation are subject to said Mortgage and to all rights or claims in personal property installed by tenants or former tenants now located on the premises, belonging to said

tenants or occupants, and also subject to all laws and ordinances, including but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this Notice and no representations are made concerning compliance with any applicable zoning, building, sanitary (including Title 5) or other state and/or municipal regulations, laws or ordinances.

TERMS OF SALE: Five Thousand Dollars (\$5,000.00) will be required to be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale. The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the offices of Grife & Walaszek, Attorneys at Law, 76 Gothic Street, Northampton, Massachusetts, within thirty (30) days after the foreclosure sale, unless the Mortgage Holder otherwise agrees, time being of the essence. The purchaser shall be responsible for all closing costs, Massachusetts deed excise stamps, and all recording fees.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the Mortgagee at the scheduled time and place of sale. The description of the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at the auction sale.

Other terms, if any, will be announced at the sale.

THE BANK OF WESTERN MASSACHUSETTS
Present Holder of said Mortgage
By: Kevin M. Bowler
Its Loan Officer

FROM THE OFFICE OF:
Roger A. Walaszek, Esq.
Grife & Walaszek
76 Gothic Street
Northampton, MA 01060
Attorney for the Mortgage Holder
Dated: September 25, 1995

Sept. 28, Oct. 6, 13

SCHEDULE B

ATTEST: HAMPSHIRE, MARIANNE L. DONOHUE, REGISTER
Marianne L. Donohue
MARIANNE L. DONOHUE